

## Delivery Provider Terms of Service

### Work Order

This Work Order (this “Work Order”) is effective as of July 31, 2016 (“Work Order Agreement Date”), and is made a part of the Delivery Provider Terms of Service (as the same may be amended, modified or supplemented from time to time, the “Terms”) between Amazon Logistics, Inc. (“Amazon”) and Metax Logistics Inc. (“you”). By accepting this Work Order, you (a) agree to be bound by all terms and conditions of this Work Order, and (b) represent and warrant that you have legal authority to enter into and perform your obligations under this Work Order. This Work Order incorporates the terms and conditions of each Schedule attached to this Work Order (including the policies set forth on Schedule A to this Work Order (the “Policies”). Please see the Terms for definitions of certain capitalized terms used in this Work Order.

1. **Services.** Services under this Work Order will commence on the Work Order Agreement Date, and this Work Order will be subject to the same termination rights set forth in the Terms. Deliverables may be tendered by Amazon or its designees from delivery stations, sort centers, fulfillment centers, and/or other distribution points (including merchant locations) (collectively, the “Distribution Points”) and accepted by you Monday through Sunday, 365 days a year, at times and days designated by Amazon. The initial Distribution Points at which Deliverables will be tendered are set forth on Schedule B to this Work Order. Amazon and you may from time to time and at any time update the Distribution Points set forth on Schedule B to this Work Order. Deliveries of Deliverables are to be made on the same day they are tendered to you and within the delivery time window specified by Amazon. You will perform the Services in accordance with the Policies and with any standard operating procedures (including those relating to check-in and loading of Deliverables at Distribution Points and the delivery of Deliverables to Amazon customers) that are agreed between Amazon and you from time to time.

2. **Service Areas.** Deliverables will be delivered within the geographic areas serviced by the Distribution Points set forth on Schedule B to this Work Order, as updated from time to time by Amazon and you.

3. **Fees Payable by Amazon.** The Fees for Services set forth on Schedule C to this Work Order are the rates and charges to be charged to and paid by Amazon in consideration of the Services furnished by you.

4. **Insurance.** You will, at all times during which you provide the Services and for at least two years after all Services are completed, carry, at your expense: (a) “Commercial General Liability” insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the general aggregate (or such other amount approved by Amazon in writing); (b) “Business Automobile Liability” insurance (also known as “motor fleet” insurance) with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage combined (or such other amount approved by Amazon in writing); (c) “Worker’s Compensation” insurance, including but not limited to coverage for all costs, benefits and liabilities under workers’ compensation and similar Laws that may accrue in favor of any person employed by you in all states where you perform Services, and “Employer’s Liability” insurance with a limit of not less than \$1,000,000 (or such other amount approved by Amazon in writing); and (d) “Cargo Legal Liability” insurance,

or similar coverage, with limits sufficient to cover your liability under Section 6 (Claims for Loss or Damage) of the Terms, but in no event less than \$25,000 per loss (or such other amount approved by Amazon in writing). You may satisfy the foregoing minimum limits by any combination of primary liability and umbrella excess liability coverage that results in the same protection to you and Amazon insured parties. You may self-insure for workers' compensation where allowed by applicable Law. Each of your insurance policies must: (u) be issued by companies with a rating of A-/VII or better in the current Best's Insurance Reports published by A.M. Best Company, Inc.; (v) provide that the coverage limits will not be reduced below the minimum amounts required by this paragraph and such policy will not be canceled or allowed to expire without at least 30 days' prior written notice from the insurance carrier to Amazon; (w) for (a) and (b) above, name Amazon and its Affiliates, and their respective officers, directors, employees, successors, assigns, licensees, distributors, contractors and agents as additional insureds with the standard separation of insureds provision or an endorsement for cross-liability coverage; (x) provide coverage on an occurrence basis; (y) waive any insurer right of subrogation against Amazon and its Affiliates and their respective officers, directors, employees, successors, assigns, licensees, distributors, contractors and agents, where allowed by applicable Law; and (z) provide primary coverage, without any right of contribution from any other insurance that Amazon or any of its Affiliates may have.

5. **Audit Rights.** Upon 72 hours' advance written notice to you, Amazon may, during normal business hours and at the expense of Amazon, review your records relating to the Terms, the Program Policies, this Work Order or your performance of the Services under this Work Order. Upon 24 hours' advance written notice to you, Amazon may, during normal business hours and at the expense of Amazon, perform an on-site visit of your delivery operations or conduct "ride-along" observations of your Personnel performing the Services (each, a "Ride-Along Observation"); provided, that, without your consent, (a) during the first week of providing the Services under this Work Order, Amazon will conduct no more than one Ride-Along Observation per day, and (b) after the first week of providing the Services under this Work Order, Amazon will conduct no more than four Ride-Along Observations per month. If any review establishes that there has been any noncompliance by you or overpayment by Amazon, you will promptly cure the non-compliance and/or refund the overpayment, as applicable, and will bear all expenses in connection with the review, all without limiting any other rights or remedies that may be available to Amazon. Also, upon 24 hours' advance written notice, Amazon may, during normal business hours and at the expense of Amazon, inspect any of the processes, procedures, or systems related to your delivery operations.

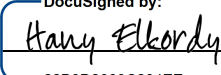
6. **Personnel Performing Services.** You agree that you and all of your Personnel that perform the Services will satisfy the criteria set forth in the Policies and on Schedule F to this Work Order.

7. **Notices to Amazon.** Notices to Amazon under this Work Order or the Terms may be provided by (a) facsimile transmission to 206-266-2009, or (B) nationally recognized overnight courier service, certified mail (return receipt requested), or personal delivery to Amazon Logistics, Inc., 410 Terry Avenue North, Seattle, WA 98109-5210, Attention: General Counsel.

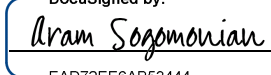
[Signature Page Follows]

IN WITNESS WHEREOF, properly authorized representatives of the undersigned have executed this Work Order.

**Amazon Logistics, Inc.**

By:   
Name: Hany Elkordy  
Title: Director, AMZL NA  
Date Signed: July 24, 2016

**Metax Logistics Inc.**

By:   
Name: Aram Sogomonian  
Title: President  
Date Signed: July 20, 2016

[Signature Page to Work Order]

## **Schedule A**

### **Policies**

Your Personnel; No Subcontractors. You will hire and employ all drivers, cyclists, walkers, and other Personnel who are assigned by you to perform the Services under this Work Order. You will not engage subcontractors to perform the Services without the prior written consent of Amazon.

## **Schedule B**

### **Distribution Points**

1. DLA1 – Inglewood, CA
2. DLA2 – Buena Park, CA
3. DLA3 – Commerce, CA
4. DLA4 – Los Angeles, CA
5. DLA5 – Riverside, CA
6. DLA7 – Site location TBD
7. DLA8 – Hawthorne, CA
8. DLA9 – Irvine, CA

## Schedule C

### Fees Payable by Amazon

#### Fees for Services – Parcel

Distribution Point	Duration of Planned Route	Base Route Rate (per Planned Route)	Uniform and Vehicle Brand Promotion Fee (per Planned Route)	Dispatcher Fee (per calendar week per Distribution Point)	Fuel Allowance
DLA1, DLA2, DLA3, DLA4, DLA5, DLA7, DLA8, and DLA9	5.5 hours	\$170.00	\$5.00	\$1,400.00	See below.
	6.5 hours	\$184.00	\$5.00		
	7.5 hours	\$213.00	\$5.00		
	8.5 hours	\$242.00	\$5.00		
	9.5 hours	\$271.00	\$5.00		
	10.5 hours	\$280.00	\$5.00		

1. **Base Route Rate.** The Base Route Rates set forth above are the rates payable by Amazon for any Planned Route that is actually performed by you.
2. **Fuel Allowance.** The Base Route Rates will be supplemented by the fuel allowance rate per mile corresponding to the Index Price (as defined below) set forth on Attachment 1 to this Schedule C (as applied, the “Fuel Allowance”) applicable on the date on which the Planned Route is performed. For the purposes of this paragraph 2, the applicable index price level (the “Index Price”) used to calculate the Fuel Allowance payable in respect of Services performed in any given calendar month will be based on the applicable regional PADD-EIA prices for the prior calendar month. The PADD-EIA prices used to calculate the Fuel Allowance can be found at [http://www.eia.gov/dnav/pet/pet\\_pri\\_gnd\\_a\\_epm0\\_pte\\_dpgal\\_m.htm](http://www.eia.gov/dnav/pet/pet_pri_gnd_a_epm0_pte_dpgal_m.htm). Mileage will be based on the average planned miles (based on Amazon’s route planning technology) for all Planned Routes originating from the applicable Distribution Point during the prior calendar month, provided that if there is insufficient data to calculate average planned miles for the prior calendar month, mileage will be based on an estimate of the average planned miles (based on Amazon’s route planning technology) for all Planned Routes originating from the applicable Distribution Point during the current calendar month.
3. **Dispatcher Fee.** In connection with performing Services, it is anticipated that you will provide a dispatcher to assign Planned Routes to your delivery Personnel and to communicate with your delivery Personnel before, during, and after a Planned Route is completed. Amazon will pay you the Dispatcher Fee set forth above on a weekly basis for each calendar week during which you actually provide a dispatcher in connection with performing Services. If, for any given calendar week, the daily average number of Planned Routes that you perform from a specific Distribution Point is greater than 30 Planned Routes, Amazon will pay you a second Dispatcher Fee for such week.
4. **Uniform and Vehicle Brand Promotion Fee.** In consideration of accepting the Uniform and Vehicle Brand Promotion Fee, you agree that (a) all of your Personnel who are visiting customer premises or otherwise interacting with customers will wear a uniform that complies with the specifications set forth on Schedule D to this Work Order, which Amazon may change from time to time, and (b) all of your Vehicles will, while being used to provide Services under

the Agreement, meet the vehicle branding specifications set forth on Schedule E to this Work Order, which Amazon may change from time to time. In exchange for your participation, Amazon agrees to provide the identifying logos, marks and insignia that comprise the uniform and vehicle branding specifications. You may elect to cease receiving the Uniform and Vehicle Brand Promotion Fee by giving Amazon 30 days' prior written notice.

5. Unplanned Time. Certain factors outside of your and your Personnel's control may make it impractical to complete a 10.5-hour Planned Route in no more than 10.5 hours. Such factors may include the late arrival of a line haul to the Distribution Point and increased volumes on Planned Routes. In such circumstances, Amazon may, in its discretion, elect to pay you for this unplanned time exceeding 10.5 hours at a rate equal to \$28.00 per hour at DLA1, DLA2, DLA3, DLA4, DLA5, DLA7, DLA8, and DLA9.
6. Training Routes. If, at the request of Amazon, one of your new delivery associates accompanies an experienced delivery associate on a Planned Route for training purposes (a "Training Route"), Amazon will pay you \$194.35 per Training Route at DLA1, DLA2, DLA3, DLA4, DLA5, DLA7, DLA8, and DLA9.

**Attachment 1 to Schedule C**

<b>Index Price (Dollars per Gallon)</b>		<b>Fuel Allowance</b>
<b>From</b>	<b>To</b>	<b>Dollars per Mile</b>
<i>\$1.20</i>	<i>\$1.32</i>	\$0.11
<i>\$1.33</i>	<i>\$1.45</i>	\$0.12
<i>\$1.46</i>	<i>\$1.58</i>	\$0.13
<i>\$1.59</i>	<i>\$1.71</i>	\$0.14
<i>\$1.72</i>	<i>\$1.84</i>	\$0.15
<i>\$1.85</i>	<i>\$1.97</i>	\$0.16
<i>\$1.98</i>	<i>\$2.10</i>	\$0.17
<i>\$2.11</i>	<i>\$2.23</i>	\$0.18
<i>\$2.24</i>	<i>\$2.36</i>	\$0.19
<i>\$2.37</i>	<i>\$2.49</i>	\$0.20
<i>\$2.50</i>	<i>\$2.62</i>	\$0.21
<i>\$2.63</i>	<i>\$2.75</i>	\$0.22
<i>\$2.76</i>	<i>\$2.88</i>	\$0.23
<i>\$2.89</i>	<i>\$3.01</i>	\$0.24
<i>\$3.02</i>	<i>\$3.14</i>	\$0.25
<i>\$3.15</i>	<i>\$3.27</i>	\$0.26
<i>\$3.28</i>	<i>\$3.40</i>	\$0.27
<i>\$3.41</i>	<i>\$3.53</i>	\$0.28
<i>\$3.54</i>	<i>\$3.66</i>	\$0.29
<i>\$3.67</i>	<i>\$3.79</i>	\$0.30
<i>\$3.80</i>	<i>\$3.92</i>	\$0.31
<i>\$3.93</i>	<i>\$4.05</i>	\$0.32
<i>\$4.06</i>	<i>\$4.18</i>	\$0.33
<i>\$4.19</i>	<i>\$4.31</i>	\$0.34
<i>\$4.32</i>	<i>\$4.44</i>	\$0.35
<i>\$4.45</i>	<i>\$4.57</i>	\$0.36
<i>\$4.58</i>	<i>\$4.70</i>	\$0.37
<i>\$4.71</i>	<i>\$4.83</i>	\$0.38
<i>\$4.84</i>	<i>\$4.96</i>	\$0.39
<i>\$4.97</i>	<i>\$5.09</i>	\$0.40
<i>\$5.10</i>	<i>\$5.22</i>	\$0.41
<i>\$5.23</i>	<i>\$5.35</i>	\$0.42
<i>\$5.36</i>	<i>\$5.48</i>	\$0.43
<i>\$5.49</i>	<i>\$5.61</i>	\$0.44
<i>\$5.62</i>	<i>\$5.74</i>	\$0.45
<i>\$5.75</i>	<i>\$5.87</i>	\$0.46
<i>\$5.88</i>	<i>\$6.00</i>	\$0.47



## **Schedule D**

### **Uniform Specifications**

#### **Uniform Shirt and Jacket:**

To be determined from time to time by Amazon.

#### **Uniform Pants or Shorts:**

To be determined from time to time by Amazon.

#### **Uniform Hat:**

To be determined from time to time by Amazon.

## **Schedule E**

### **Vehicle Branding Specifications**

Upon a request from Amazon, you agree to make available for branding by Amazon any and all Vehicles that will be used to provide Services under this Work Order. If required by Amazon, such Vehicles must be branded before they are used to provide Services under this Work Order. Unless Amazon agrees otherwise, Vehicles that display Amazon branding will be dedicated exclusively to the Services and will not be used for any other purpose.

## **Schedule F**

### **Delivery Personnel Criteria**

#### **Minimum Delivery Personnel Requirements**

All of your delivery Personnel must satisfy the following requirements:

- Must possess valid driver's license of the type required by Law to operate applicable Vehicles and transport applicable Deliverables
- Minimum age: 21
- Minimum six months of verifiable experience in like Vehicle within last five years
- No DUI/DWI within five previous years
- No major preventable collisions within five previous years
- Maximum of two non-serious moving violation convictions or preventable minor collisions or any combinations thereof in a commercial or personal vehicle within previous five years
- No driver's license suspensions within previous five years relative to a moving violation in a commercial or personal vehicle
- Pass a drug and alcohol screening test
- Pass a background verification (described further below)
- Verify competency in critical skill areas for the specific driving position

#### **Background Verification**

You will require each applicant to provide a Social Security Number ("SSN") or equivalent unique identifier, and will conduct a SSN search confirming that the supplied SSN is valid and that it correctly identifies the applicant. The SSN search ("SSN Search") must include:

1. An identification of aliases via SSN search results; and
2. A search by all aliases (including those provided by SSN search and those supplied by applicant) when conducting each criminal records search.

You will conduct:

1. a search of the National Criminal Database and a search in each county and corresponding federal district, if any, in which a criminal history is identified by the National Criminal Database search;
2. a federal crimes search of all federal districts in which the applicant has lived within the past seven years (as determined by a self-report and the SSN search);
3. a felony and misdemeanor search of all county courts in which the applicant has lived in the past seven years (as determined by a self-report and the SSN Search); provided, that for former addresses located within AL, AK, AR, CO, CT, DE, DC, ID, MD, MN, NE, NJ, NM, NY, NC,

ND, OR, RI, SD, UT, WA, and WI only, a “statewide” search is permitted in lieu of a county court search;

4. a search of the U.S. Department of Justice’s National Sex Offender Database and a search in each county and corresponding federal district, if any, in which a criminal history is identified by the National Sex Offender Database; and

5. a search of any relevant national governmental restricted or prohibited dealings lists, including the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons List.

### **Criminal History Review**

Background checks should be adjudicated on a case by case basis using your best judgment to protect Amazon’s and your respective employees, customers, data, and property. The factors listed below can help the decision-making process:

- a) the nature of the job to be performed, including the job’s duties, identification of the job’s essential functions, the circumstances under which the job is performed, and the environment in which the job’s duties are performed;
- b) type of offense(s) or conduct;
- c) facts or circumstances surrounding the offense or conduct;
- d) number of offenses for which the individual was convicted;
- e) age at the time of conviction or release from prison;
- f) evidence that the individual performed the same type of work post-conviction;
- g) length and consistency of employment history before and after the offense or conduct;
- h) rehabilitation efforts;
- i) employment or character references; and
- j) whether the individual is bonded under a federal, state, or local bonding program.